
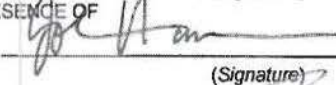



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 2 PS#	DATE
		LEASE NO. GS-05B-18263	
ADDRESS OF PREMISES	552 Houbolt Road Joliet, Illinois 60431		
THIS AGREEMENT, made and entered into this date by and between			
whose address is	Joliet SSA LLC 694 Grandview Lane Lake Forest, IL 60045-3953		
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:			
WHEREAS, the parties hereto desire to amend the above Lease.			
NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>May 17, 2011</u> , as follows:			
Supplemental Lease Agreement (SLA) Number 2 is issued to establish an effective date for the commencement of this lease and to memorialize lumpsum payments for change order items above the tenant improvement allowance and security installation.			
1. Paragraph 2 of the lease is deleted in its entirety and replaced with the following Paragraph 2:  "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 17, 2011 through May 16, 2026, subject to termination and renewal rights as may be hereinafter set forth. The lease will then be in effect for 15 years, 10 years firm."			
2. Paragraph 3 of the lease is deleted in its entirety and replaced with the following Paragraph 3:  "3. The Government Shall pay the Lessor an annual rental according to the following schedule: Lease Years 1 through 10: \$524,718.00, for years 11 through 15: \$254,733.00, All rent shall be paid monthly in arrears. Rent for a lesser period shall be prorated. Rent Checks shall be made payable to: Joliet SSA LLC, 694 Grandview LN, Lake Forest, 60045-3953			
All other terms and conditions of the Lease shall remain in force and effect.			
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.			
LESSOR:	Joliet SSA LLC		
BY			
IN PRESENCE OF			
	694 Grandview Ln. Lake Forest, IL 60045		
	(Address)		
UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION			
BY	Jerald M. Holland		
			
	Lease Contracting Officer		
	(Official Title)		

3. Paragraph 13 of the lease is deleted in its entirety and replaced with the following Paragraph 13:

"13. The rent is subject to annual operating cost adjustments in accordance with Section 3, Paragraph 3.7 OPERATING COSTS (SEP 2000) (A through E) of Solicitation for Offers No. GS-05B-18263 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost base is \$73,828.64, which is approximately \$5.36 per rentable square foot."

4. Paragraph 16 of the lease is deleted in its entirety and replaced with the following Paragraph 16:

"16. The Lessor's DUNS Number is 962 973 363, Tax ID Number is [REDACTED]."

5. Paragraph 22 of the lease is deleted in its entirety and replaced with the following Paragraph 22:

"22. The Tenant Improvement costs submitted by the Lessor were determined fair and reasonable by the Government exceeded the tenant improvement allowance (TIA) by \$196,249.34 (overage amount). This amount included change orders for the benefit of the government. The overage amount is being ordered via this SLA and will be paid via a lumpsum payment upon completion of tenant improvement and acceptance by the government, upon submission of a properly executed invoice.

Also, security installation in the amount of \$22,893.05 is ordered via this SLA for the benefit of the Government. This amount will be paid via a lumpsum payment. The total amount via lumpsum payment shall be \$219,142.39."

The Lessor waives any right to future payment for the initial construction costs except for the \$559,043.85 that will be amortized in the monthly rent as stated in Paragraph 3. Submit your invoice directly to: GSA Greater Southwest Finance Center (7BCp), P.O. Box 17181, Fort Worth, Texas 76102 or to the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Your invoice must be on letterhead of the Lessor, include an invoice number, this lease number, and a Pegasus Document Number (PS#)."

Lessor: WSD Gov't: [Signature]